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ADOPTED 4/9/92

SHRINERS HOSPITALS FOR CRIPPLED CHILDREN

***BURNS INSTITUTE
REPLACEMENT FACILITY PROJECT***

Submission to the
Boston Redevelopment Authority Board

April 9, 1992

**SHRINERS HOSPITALS FOR CRIPPLED CHILDREN
BURNS INSTITUTE REPLACEMENT FACILITY**

Submission to the BRA Board
April 9, 1991

Section 1.0 - Development Impact Report (DIP) Agreement

Section 2.0 - Development Impact Project Plan (DIPP)



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DEVELOPMENT IMPACT PROJECT AGREEMENT
[Including Provisions for a Jobs Contribution Grant]
FOR
BOSTON BURNS INSTITUTE REPLACEMENT FACILITY
SHRINERS HOSPITALS FOR CRIPPLED CHILDREN

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This Agreement is made as of April ---, 1992 by and between the BOSTON REDEVELOPMENT AUTHORITY, a body politic and corporate established pursuant to Chapter 652 of the Acts of 1960, as amended on its own behalf and as agent for the Neighborhood Housing Trust, a Massachusetts public charitable trust established by Declaration of Trust dated November 18, 1985 and pursuant to Chapter 371 of the Acts of 1987 and the Neighborhood Jobs Trust, a Massachusetts public charitable trust established by Declaration of Trust dated November 19, 1985 and pursuant to Chapter 371 of the Acts of 1987 (the "Authority"), and SHRINERS HOSPITALS FOR CRIPPLED CHILDREN, with an address at 51 Blossom Street, Boston, Massachusetts (the "Applicant"); the Authority and the Applicant, collectively, shall be referred to herein as the parties.

WHEREAS, the Applicant proposes to construct a new replacement facility with 199,718 square feet of gross floor area, as hereinafter defined, of hospital space, including 30 patient beds and related surgical, medical and patient care, and outpatient treatment facilities, 30,000 gross square feet of medical research space, and 69,412 gross square feet of subsurface parking space (all of which are collectively defined as the "Project");

WHEREAS, the Project site is located on approximately 39,825 square feet of land with the buildings and other improvements thereon bounded by William Cardinal O'Connell Way, Blossom Street, Blackstone Apartments, and the access driveway to Regina Cleri, such site being more particularly described in Exhibit A annexed hereto and incorporated herein by this reference and in the Plan, as hereinafter defined (the "Project Site");

WHEREAS, the Applicant recognizes that the construction of the Project may have an indirect impact on the costs of housing in the City of Boston (the "City");

WHEREAS, the Applicant recognizes that the construction of the Project may result in the creation of new jobs, which in turn may require the creation of new job training programs or the expansion of existing programs;

WHEREAS, the Project constitutes a Development Impact Project as defined in Section 26A-2(1) of Article 26A, and in Section 26B-2(1) of Article 26B, of the Boston Zoning Code (the "Code");

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEVELOPMENT IMPACT PROJECT PLAN

1.1 Development Impact Project Plan

The Applicant submitted to the Authority a Development Impact Project Plan (the "Plan"), a copy of which Plan is attached hereto as Exhibit B and incorporated herein by this reference, as required by Section 26A-3 of Article 26A, and by Section 26B-3 of Article 26B, of the Code, and after a public hearing held on April 9, 1992, notice of which was published in the Boston Herald on April 4, 1992, the Authority approved the Plan on April ---, 1992. Subject to final receipt of all necessary governmental approvals, including without limitation, the zoning relief described in the Plan, the Applicant will cause the Project to be developed on the Project Site in accordance with the Plan. The Applicant shall make housing linkage payments and jobs linkage payments for the Project, the amount of the payment to be determined by the gross square footage of Table D Uses or Table E Uses (as hereinafter defined) included in the Project.

ARTICLE 2. HOUSING LINKAGE PAYMENT

2.1 Housing Linkage Payment

The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Development Impact Project Contribution (hereinafter "Housing Linkage Payment") as such term is defined in Section 25A-2(3) of the Code, in the amounts

set forth in Section 2.5 of this Agreement. Subject to the provisions of this Agreement, the Applicant may, at its option, satisfy its obligation for a Housing Linkage Payment by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, as described in Section 2.2 of this Agreement (the "Housing Creation Option"), or by payments made in accordance with Section 2.3 of this Agreement (the "Housing Payment Option"), or by a combination of both the Housing Creation Option and the Housing Payment Option.

2.2 Housing Creation Option

Subject to the approval of the Authority on or before the Housing Payment Date, defined hereby to mean the date of issuance of the first building permit to issue for any of the Project (the "Housing Payment Date"), the Applicant may elect to fulfill its Housing Linkage Payment obligations by creating or causing the creation of housing units ("Affordable Housing Units") for occupancy exclusively by low and moderate income residents of the City of Boston pursuant to the Authority's Housing Creation Regulations (the "Creation Regulations"), dated April 17, 1986, adopted by the Authority pursuant to Section 26A-2.3(a) of the Code, as in effect on the date hereof. Accordingly, subject to the approval of the Authority on or before the Housing Payment Date, in connection with its Housing Linkage Payment obligations, the Applicant may submit to the Authority a proposal in writing ("Housing Creation Proposal") providing for the creation of Affordable Housing Units pursuant to the Creation Regulations, which proposal shall be submitted not later than sixty (60) days prior to such Housing Payment Date.

If the Authority does not approve the Applicant's Housing Creation Proposal, then the Applicant shall revise the proposal in accordance with the Authority's objections to the extent reasonably practicable. In such case, the Applicant and the Authority shall cooperate reasonably to achieve an approved Housing Creation Proposal prior to the Housing Payment Date. If a Housing Creation Proposal is not approved by the Authority prior to the Housing Payment Date, the Applicant shall be deemed to have elected the Housing Payment Option, as described in Section 2.3 of this Agreement. If the Applicant has elected the Housing Creation Option, the

Applicant shall contribute to the Authority a Housing Linkage Payment pursuant to §2.3 below in a single installment which shall be due and payable on the Housing Payment Date in an amount equal to net present value, as defined below, of the Housing Linkage Payment which would otherwise be paid in seven (7) equal annual installments, pursuant to Article 26A of the Code. Such Housing Linkage Payment shall be discounted to represent the present value of such seven (7) equal annual installments if paid in a single installment on the Housing Payment Date.

For purposes of this Agreement, "net present value" shall be defined as the value of an amount of money equal to the sum of discounted installment payments which would have been made by the Applicant had the Applicant elected to satisfy its obligation under Article 26A of the Code through the Housing Payment Option, such discounting to be measured from the Housing Payment Date through the dates on which each installment of the Housing Linkage Payment would have been due had such Housing Linkage Payment been made in installments in accordance with said Article 26A. Net present value shall be determined by applying a composite discount rate to the payments that the Applicant would have made under the Housing Payment Option. The discount rate shall be the Bank of Boston prime rate in effect 60 days prior to payment.

2.3 Housing Payment Option

If the Authority shall not have approved the applicant's election of the Housing Creation Option as set forth in Section 2.2 of this Agreement on or before the Housing Payment Date, the Applicant shall pay the first installment on the Housing Payment Date and shall pay the remainder of the Housing Linkage Payment in six (6) equal annual installments, as provided in Article 26A of the Code.

Said payment(s) shall be paid to the Collector-Treasurer of the City as a managing trustee of the Housing Trust. In the event any Housing Linkage Payment or installment thereof is not made in a timely manner as provided herein, the Applicant shall pay interest thereon at the rate of 1.5% per month, commencing on

the applicable date when payment should have been received by the Authority or Collector-Treasurer of the City, as the case may be, and ending on the date when the Authority or Collector-Treasurer of the City receives payment.

2.4 Conversion to Housing Creation Option After Housing Payment Date

If the Applicant is making its Housing Linkage Payment on the installment basis after the Housing Payment Date but before having paid all of the installments and the Applicant shall desire to elect the Housing Creation Option, the Applicant shall submit a Housing Creation Proposal in writing to the Authority. Such proposal, if approved by the Authority and performed by the Applicant, shall satisfy the obligation of the Applicant to make any remaining installments due under the Housing Payment Option.

2.5 Calculation of Linkage Payment

The gross floor area of the Project to be devoted to Development Impact Uses ("Table D Uses"), as defined in Table D of Article 26A of the Code, will include 199,718 gross square feet dedicated to Table D Uses, which area is calculated in accordance with the definition of gross floor area as contained in Section 2-(21) of the Code, for an adjusted gross floor area of 99,718 square feet ("Gross Floor Area") ($199,718 - 100,000 = 99,718$).

The parties hereby acknowledge that the amount of Housing Linkage Payment is based upon Gross Floor Area as estimated in the Plan. If the Gross Floor Area, as determined by the authority based on a certification, if available, by the Project Architect (as identified in the Plan) differs from the above-stated estimate, the Applicant and/or Authority as appropriate shall adjust the amount of the Housing Linkage Payment in accordance with Article 26A of the Code to reflect the change in Gross Floor Area, provided that a reduction in any Housing Linkage Payment already paid shall be in the form of a credit against future Housing Linkage Payment obligations of the Applicant, if any.

2.6 Recalculation

The Authority hereby agrees that any change in the formula (amount or rate of payment) for the calculation of the Housing Linkage Payment as set forth in Section 26A-3(2) of Article 26A of the Boston Zoning Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Boston Zoning Code after the date of approval of the Plan by the Board of the Authority shall not in any way affect the Housing Linkage Payment determined in accordance with Section 2.5 and Exhibit C of this Agreement.

2.7 Non-Accrual of Housing Linkage Payment

If a building permit is not granted, or if construction is abandoned after a building permit is obtained and prior to the Construction Commencement Date, as hereinafter defined, or if a building permit is revoked or lapses and is not renewed prior to the Construction Commencement Date, then the Applicant shall have no responsibility for the Housing Linkage Payment and any portion of the Housing Linkage Payment previously paid by the Applicant shall be repaid or credited against future Housing Linkage Payments, if any, due from the Applicant at the Applicant's option. If Applicant shall so abandon all or any portion of the Project after a building permit is obtained, the Applicant shall file with the Authority and the Housing Trust an affidavit stating that the Project or such portion of the Project is so abandoned. As used herein, the term "Construction Commencement Date" means the date on which any substantial construction commences, including without limitation, excavation, foundation, and other subsurface work, but substantial construction shall not include the demolition of any structures or portions thereof now existing on the Site or the conduct of borings, soils investigations or similar activities, whether or not the same require the issuance of a partial building permit.

2.8 Credit Towards Housing Linkage Payment

If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26A-1 of Article 26A of the Boston Zoning Code,

amounts payable hereunder by the Applicant shall be credited against the portion of such excise or tax so dedicated; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise dedicated to such purposes, thereupon cease and be of no further force and effect.

2.9 Notice of Housing Linkage Payment

Upon execution of this Agreement, the Authority shall notify the Trustee of any Neighborhood Housing Trust of such execution.

In order to ensure prompt receipt of the required Housing Linkage Payment or installment thereof, the Applicant acknowledges that the Inspectional Services Department will not issue a building permit for any building or structure in the Project until satisfactory evidence has been presented of the receipt of the Authority or the Collector-Treasurer of the City, as the case may be, of the required Housing Linkage Payment or installment thereof due as of the Housing Payment Date.

ARTICLE 3. JOBS CONTRIBUTION GRANT

3.1 Jobs Payment

The applicant shall be responsible, in accordance with the terms of this Agreement, for a Jobs Contribution Grant (hereinafter "Jobs Payment") as such term is defined in Section 26B-2(3) of Article 26B of the Boston Zoning Code, in the amount as calculated and set forth herein. The Jobs Payment shall be made to the Collector-Treasurer of the City of Boston as custodian for the Jobs Trust. The Applicant may, at its option, satisfy its obligation for the Jobs Payment by the creation, or by contributing to the creation, of a job training program for workers who will be employed on a permanent basis in the Project (the "Jobs Creation Option"), as provided in Section 3.2 hereof.

3.2 Jobs Creation Option

If the Applicant shall elect to create or to contribute to the creation of a job training program for workers who will be employed on a permanent basis in the Project, then the Applicant shall submit a proposal ("Jobs Creation Proposal") for the Jobs Creation Option in writing to the Director of the Mayor's Office of Jobs and Community Services ("OJCS"). If submitted to the Director of OJCS and approved by said Director on or before the Jobs Payment Date, as set forth below in Section 3.6, and if subsequently duly performed in accordance with its terms, such proposal shall satisfy the Jobs Payment requirements set forth in Section 3.1 of this Agreement. Any such proposal shall be subject to approval by the Neighborhood Jobs Trust.

3.3 Payment in Installments

If the Director of OJCS shall not have approved a Jobs Creation Proposal on or before the Jobs Payment Date, the Applicant shall pay the Jobs Payment in two (2) equal annual installments. The first installment of the Jobs Payment shall be due and payable on the Jobs Payment Date (defined herein) and the second installment shall be due and payable on the one-year anniversary of such Jobs Payment Date.

3.4 Calculation of Jobs Payment

The Project is anticipated to include approximately 199,718 gross square feet dedicated to Development Impact Uses ("Table E Uses") as that term is defined in Table E of Article 26B of the Code, which results in an adjusted Gross Floor Area of 99,718 square feet ("Gross Floor Area" $199,718 - 100,000 = 99,718$).

The parties hereby acknowledge that the amount of the Jobs Payments as calculated above are based upon Gross Floor Areas as estimated in the Plan. If the Gross Floor Area of the Project, as determined by the Authority based on a certification, if available, by the Project Architect (as identified in the Plan) differs from the above-stated estimate, the Authority and/or Applicant, as appropriate, shall adjust the amount of the Jobs Payment in accordance with Article 26B of the Code to

reflect the change in Gross Floor Area, provided that a reduction in any Jobs Payment already paid shall be in the form of a credit against future Jobs Payment obligations of the Applicant, if any.

3.5 Recalculation

The Authority hereby agrees that, subject to the final calculation provisions contained in Section 3.4 of the Agreement, any change in the formula (amount or rate of payment) for the calculation of the Jobs Payment as set forth in Section 26B-3(1) of Article 26B of the Boston Zoning Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Boston Zoning Code after the date of approval of the Plan, shall not in any way affect the Jobs Payment determined in accordance with Section 3.1 of this Agreement.

3.6 Jobs Payment Date

The Jobs Payment Date shall be the Housing Payment Date.

3.7 Non-Accrual of Jobs Payment

If a building permit is not granted for the Project, or if construction of the Project is abandoned after a building permit is obtained and prior to the Construction Commencement Date (as defined in Section 2.7), or if a building permit is revoked or lapses and is not renewed prior to the Construction Commencement Date, then the Applicant shall have no responsibility for the Jobs Payment and any portion of the Jobs Payment paid by the Applicant shall be repaid or credited against future Jobs Payments, if any, due from the Applicant, at the Applicant's option.

3.8 Credit Toward Jobs Payment

If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for purposes substantially the same as the purposes recited in Section 26B-1 of Article 26B of the Boston Zoning Code, amounts payable

hereunder by the Applicant shall be credited against the portion of such tax or excise so dedicated; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise dedicated to such purposes, thereupon cease and be of no further force and effect.

3.9 Condition of Building Permit Issuance

In order to ensure prompt receipt of the required Jobs Payment or installment thereof, the Applicant acknowledges that the Inspectional Services Department will not issue a building permit for a building or structure in the Project until satisfactory evidence has been presented of the receipt by the Collector-Treasurer of the City of the required installment of the Jobs Payment or a Jobs Creation Agreement has been executed with the Jobs Trust.

ARTICLE 4. SCOPE AND LIMITS OF LIABILITY

4.1 Scope of Applicant's Liability

The Authority agrees to look solely to the interest of the Applicant or its successors or assigns (including, without limitation, mortgagees) from time to time in the Project for any claim against the Applicant or its successors or assigns (including, without limitation, mortgagees) arising under this Agreement. Notwithstanding the foregoing, the failure to make a payment due under Article 2 or Article 3 shall be deemed a default hereunder. In the event of a default hereunder with respect to a Housing Linkage Payment or Jobs Linkage Payment, the Authority may, in addition to any other remedies available, notify the Inspectional Services Department to withhold issuance of Certificates of Occupancy until the default is cured. No holder of a mortgage on any or all of the buildings or portions of the Project or the Site, as the case may be, shall be liable to perform or be liable in damages for any of the obligations of the Applicant hereunder unless and until such holder acquires title to the applicable building or portion of the Project or the Site by foreclosure.

4.2 Personal Liability

Neither the Applicant nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent, or employee of the Applicant or its successors and assigns (including, without limitation, mortgagees) shall be personally or individually liable under this Agreement beyond its or their interest in the Project, nor shall it or they be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in the Project, but this Section 4.2 shall not prohibit or limit an action for specific enforcement of the Applicant's obligations under this Agreement.

4.3 Limited Undertaking

Nothing in this Agreement shall be construed as an undertaking by the Applicant to construct or complete the Project. The sole obligation of the Applicant is to adhere to the Plan if and to the extent that the Project is undertaken by Applicant, and to fulfill the monetary and other obligations set forth in this Agreement.

ARTICLE 5. MISCELLANEOUS PROVISIONS

5.1 Amendments; Law To Be Applied

If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto except as otherwise provided herein. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agreement between the parties. This Agreement is binding and enforceable under contract law upon, and inures to the benefit of, the parties, their successors, assigns, and legal representatives (including, without limitation, any successor owner or owners of the improvements), and the Housing Trust and the Jobs Trust as third-party beneficiaries, and shall not be affected by any subsequent amendment or repeal of Article 26A or Article 26B of the Boston Zoning Code or court decision having the effect of an amendment or repeal of Article 26A or Article 26B of the Code.

5.2 Capitalized Terms

The capitalized terms used herein without definition shall have the meanings ascribed in Article 2 or Article 26A or Article 26B of the Boston Zoning Code as in existence of the date hereof, unless otherwise provided.

5.3 Knowledge of Laws

The Applicant shall use reasonable efforts to keep itself fully informed of all votes of the Authority, City ordinances, executive orders, regulations, and state and federal law which affect the provisions of this Agreement. The Applicant shall at all times observe and comply with said votes, ordinances, executive orders, relations or laws in effect on the date hereof.

5.4 Notice

All notices and other communications under this Agreement must be in writing and must be hand-delivered, delivered by recognized overnight delivery service, or mailed by certified or registered mail, return receipt requested, to the parties at the following addresses or such other address as each may have specified to the other by such a notice:

If to the Authority:

Boston Redevelopment Authority
Director's Office
One City Hall Square - 9th Floor
Boston, Massachusetts 02201

with a copy to:

Boston Redevelopment Authority
Chief General Counsel
One City Hall Square - 9th Floor
Boston, Massachusetts 02201

If to the Applicant:

The Shriners Hospitals for Crippled Children
51 Blossom Street
Boston, Massachusetts 02114
ATTN: Burton E. Ravellette, Jr.

with a copy to:

Choate, Hall & Stewart
53 State Street
Exchange Place
Boston, Massachusetts 02109
ATTN: Eric W. Wodlinger, Esquire

Any such notice shall be deemed to have been given when it is received or on the date shown on a receipt of the delivery service that such delivery was refused during normal business hours.

5.5 Certificate of Compliance

To the extent applicable, the Authority hereby agrees to assist the Applicant in obtaining from the Collector-Treasurer, upon the satisfaction by the Applicant of its Housing Linkage Payment and Jobs Payment obligations, within 10 business days after a request by the Applicant, a certification, in recordable form, that said Housing Linkage Payment and Jobs Linkage Payment, or both, as the case may be, has been satisfied by the Applicant through payments made to the Collector-Treasurer and that the Applicant has no further liability for Housing Linkage Payment and Jobs Payment.

5.6 Satisfaction of Development Impact Project Requirements

The Authority hereby acknowledges that, by executing this Agreement, the Applicant has satisfied the requirements of Section 26A-3(2) of Article 26A and Section 26B-3(1) of Article 26B of the Boston Zoning Code insofar as satisfaction of the requirements of those Sections are a pre-condition to the granting, allowing, or adopting of a variance, conditional use permit, exception, or zoning map or text amendment with respect to the Applicant's development of the Site.

5.7 Titles

The captions of this Agreement, its articles and sections throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

5.8 Severability

Each and every covenant and agreement contained in this Agreement shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such terms to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on behalf of their respective officers therewith duly authorized as of the day and year first above set forth.

Approved as to form:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel
Boston Redevelopment Authority

Theodore S. Chandler, Acting Director

SHRINERS HOSPITALS FOR
CRIPPLED CHILDREN

Burton E. Ravellette, Jr.
Chairman of Building and Equipment

EXHIBIT A
PROJECT SITE

A certain parcel of land situated in Boston, Suffolk County in the Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a drill hole on the southerly side of William Cardinal O'Connell Way, said point being the most northwest corner of Parcel 7 as shown on a plan entitled "Plan of Land in Boston, dated April 13, 1962, Parcel 7 of West End Land Assembly and Redevelopment Plan, Prepared by J.L. Hayden Associates, Inc.", which is recorded with Suffolk Registry of Deeds in Book 7679, Page 307; thence

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|-----------------|---|
| S 01° 27' 43" E | a distance of two hundred twelve and forty-seven hundredths feet (212.47) to a stake; thence |
| N 75° 21' 38" W | a distance of twenty-two and eighty-three hundredths feet (22.83) to a stake; thence |
| N 75° 19' 30" W | a distance of one hundred ten and seventy-four hundredths feet (110.74) to a mark on a concrete wall; thence |
| N 14° 19' 34" E | a distance of seven and thirty-nine hundredths feet (7.39) to a stake; thence |
| N 75° 35' 17" W | a distance of three and fifty-five hundredths feet (3.55) to a stake; thence |
| N 76° 52' 03" W | a distance of twenty-three and twenty-two hundredths feet (23.22) to a drill hole; thence |
| S 35° 06' 09" E | a distance of zero and twenty-five hundredths feet (0.25) to a drill hole; thence |
| S 88° 56' 32" W | a distance of forty-four and thirty-three feet (44.33) to a drill hole, the previous seven courses bounding on land now or formerly of the Blackstone Company; thence |
| N 01° 27' 43" W | a distance of one hundred sixty-two and twenty-one hundredths feet (162.21) along the easterly side line of Blossom Street to a drill hole; thence |
| Northeasterly | and curving to the right along the arc of a curve having a radius of twenty and no hundredths feet (20.00) a length of thirty-one and forty-two hundredths feet (31.42) to a drill hole; thence |

N 88° 32' 17" E	a distance of one hundred fifty-three and ninety-two hundredths feet (153.92) along the southerly sideline of William Cardinal O'Connell Way to a drill hole; thence
Southeasterly	and curving to the right along the arc of a curve having a radius of twenty and no hundredths feet (20.00) a length of twenty-four and sixty-two feet (24.62) to a re-bar; thence
Southeasterly	and curving to the left along the arc of a curve having a radius of forty and no hundredths feet (40.00) a length of eight and thirty-nine hundredths feet (8.39) to a drill hole and the point of beginning.

The above described parcel of land contains thirty-nine thousand and eight hundred and twenty-five square feet (39,825) more or less, and is more particularly shown on plan prepared by Cullinan Engineering Co., Inc. entitled, "Topographic Plan of Land, Shriners Burns Institute, 51 Blossom Street, Boston, Massachusetts" dated June 28, 1991.

This same parcel is shown on a plan entitled "Plan of Land in Boston, dated September 10, 1963, Parcel 8 of West End Land Assembly and Redevelopment Plan, prepared by J.L. Hayden Associates, Inc." which plan is recorded with the Suffolk Registry of Deeds in Book 7916, Page 518.

A portion of this property is registered land described in Cert. No. 73490, Parcels 2 and 3 on LC Decree Plan 892B.

The described parcel is subject to conditions duly recorded in the following Suffolk Registry of Deeds Volumes:

- 1) Book 7916, Page 518, Document No. 270117;
- 2) Book 7916, Page 524, Document No. 270116;
- 3) Book 7464, Page 321;
- 4) An easement of the City of Boston, Book 7951, Page 302.

EXHIBIT B
DEVELOPMENT IMPACT PROJECT PLAN

(See separate accompanying document)

EXHIBIT C
TO
DEVELOPMENT IMPACT PROJECT AGREEMENT

A. Housing Contribution Grant

Should Shriners Hospitals for Crippled Children's (SHCC) obligation with regard to the DIP Contribution be satisfied solely in the form of a Housing Contribution Grant, total payments from SHCC would equal approximately \$498,590 calculated as follows:

- Total Gross Square Footage of Uses Enumerated in Table D of Article 26A of the Zoning Code for the New Facilities	199,718 sf
- Threshold Exclusion	<u>-100,000</u> sf
Net DIP Gross Square Feet	99,719 sf
	x <u>\$5</u>
Total Housing Contribution Grant	\$498,590

B. Job Contribution Grant

The Jobs Contribution Grant will equal approximately \$99,718, calculated as follows:

- Total Gross Square Footage of Uses Enumerated in Table E of Article 26B of the Zoning Code for the New Facilities	199,718 sf
- Threshold Exclusion	<u>-100,000</u> sf
Net DIP Gross Square Feet	99,718 sf
	x <u>\$1</u>
Total Jobs Contribution Grant	\$99,718

EXHIBIT B

BOSTON REDEVELOPMENT AUTHORITY

APRIL 1992

DEVELOPMENT IMPACT PROJECT PLAN

FOR

BURNS INSTITUTE REPLACEMENT FACILITY

SHRINERS HOSPITALS FOR CRIPPLED CHILDREN ("SHCC")

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Background and History

Shriners Hospitals for Crippled Children wishes to construct a Replacement Facility ("New Facilities") on the existing Burns Institute Site at 51 Blossom Street in Boston (see Appendix A). The site is located on the block bounded by William Cardinal O'Connell Way, Blossom Street, the accessway to Regina Cleri, and the Blackstone Apartments. The 39,825 square foot site will contain 199,718 gross square feet of space in a 9 full levels above-grade structure to house 30 patient beds and related surgical, medical, and patient care and outpatient treatment facilities, 30,000 gross square feet of medical research space, and 69,412 gross square feet of parking in 2½ levels below-grade for 133 or fewer spaces. The Replacement Facility will be located on the site presently occupied by the existing Burns Institute Facility of 83,600 square feet.

The New Facilities are designed to have approximately 180,746 square feet of gross floor area (after deduction of F.A.R. exclusions permitted under Section 2-1[21] of the Zoning Code). The new uses are referred to in the following paragraphs as the "New Facilities".

In conjunction with the development of the New Facilities, SHCC intends to complete the following:

Building on the existing site to be accomplished in two phases. Phase I involves the construction of a series of steel trusses over the existing building, which will support four above-levels. Normal operations will be maintained in the existing Burns Institute facility while construction above is underway. Upon completion of Phase I, patients and staff will move into the New Facilities on the upper levels. Phase II will then begin, including demolition of the existing facility and construction below the

truss of four levels of hospital functions, and two and one-half levels of below-grade parking. Approximately 23,000 square feet of research space, which is currently being moved off-site, will be returned to the New Facilities upon completion. About 3,600 square feet of business and administrative space currently off-campus will also return to the New Facilities. Total program area upon completion will increase from approximately 83,600 square feet to 199,718 square feet of gross floor area.

Developer and Owner

Shriners Hospitals for Crippled Children ("SHCC")

List of Plans

The plan set forth in Appendix A is the site plan. The legal description with the plan of land for the site is set forth in Appendix B. The plans set forth in Appendix C allow for the construction of the New Facilities. All of these plans are incorporated herein by reference.

Employment Plans

It is anticipated that the construction of the New Facilities will require an estimated average daily work force of approximately 200 workers during the peak periods of construction. In addition, the New Facilities will result in a net increase of approximately 50 researchers and 12 full-time permanent employees. SHCC will submit a Boston Residents Construction Employment Plan for the New Facilities to the Mayor's Office of Jobs and Community Services ("OJCS") in accordance with the requirements of the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985 and the requirements of the Ordinance Establishing the Boston Employment Commission set forth in Chapter 12 of the Ordinances of 1986, as amended by Chapter 17 of the Ordinances of 1986. SHCC will also formulate an Employment Opportunity Plan, providing for SHCC's good faith efforts to achieve a goal that 50% of permanent employment opportunities created by the New Facilities shall be made available to Boston residents. Listing of employment opportunities will be distributed by SHCC to those community agencies as requested by the Boston Redevelopment Authority.

Development Impact Project Contribution

The Burns Institute Replacement Facility is a "Development Impact Project" under the Zoning Code. As required thereunder, SHCC will enter into a Development Impact Project Agreement with the Boston Redevelopment Authority ("the Authority") for the New Facilities (the "DIP Agreement"). Under the DIP Agreement, SHCC shall be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the New Facilities. The DIP Contribution shall be made, at SHCC's option, by

- (i) The grant and payment by SHCC of a sum of money, payable at the times and in the manner and under the conditions specified in the DIP Agreement (referred to in Section 26A-3 of the Zoning Code as the "Housing Contribution Grant" but payable at the rate set forth in Section 26A-2(3)(b) of the Zoning Code), or
- (ii) The creation by SHCC of low and moderate income housing units at a cost at least equivalent to the amount of the Housing Contribution Grant and under the conditions specified in the DIP Agreement (referred to in Section 26A-2(3)(a) as the "Housing Creation Option"), or
- (iii) A combination of items (i) and (ii) above.

Should SHCC's obligation with regard to the DIP Contribution be satisfied solely in the form of a Housing Contribution Grant, total payments from SHCC would equal approximately \$498,590 calculated as follows:

Total Gross Square Footage of Uses Enumerated in Table D of Article 26A of the Zoning Code for the New Facilities	199,718 sf
Threshold Exclusion	<u>-100,000</u> sf
Net DIP Gross Square Feet	99,718 sf
	x <u>\$5</u>
Total Housing Contribution Grant	\$498,590

Jobs Contribution Grant

As required under Section 26B-3 of the Zoning Code, and pursuant to the terms of the agreement respecting DIP contributions entered into between SHCC and the Authority, and as required under the terms of the DIP Agreement, SHCC shall also be responsible for making a Jobs Contribution Grant with regard to the New Facilities, in the manner and under the conditions specified in the DIP Agreement. The Jobs Contribution Grant will equal approximately \$99,718, calculated as follows:

Total Gross Square Footage of Uses Enumerated in Table E of Article 26B of the Zoning Code for the New Facilities	199,718 sf
Threshold Exclusion	<u>-100,000</u> sf
Net DIP Gross Square Feet	99,178 sf
	x <u>\$1</u>
Total Housing Contribution Grant	\$99,718

Estimated Construction Time

The New Facilities will be developed in two phases with a duration of approximately 34 to 36 months from the start of construction. All construction and completion dates are approximate and may be affected by delays due to permitting, financing, weather, and other matters beyond the control of SHCC:

<u>Component</u>	<u>Schedule</u>
o Phase I - Replacement Hospital Over Existing Building	Construction will commence in December of 1992 and be completed in the spring of 1994.
o Phase II - Demolition of the Existing Hospital and Infill of New Hospital Construction	Construction will commence in the spring of 1994 and be completed in the summer of 1995.

The site is bounded by William Cardinal O'Connell Way to the north, Blossom Street to the west, a driveway and parking area serving Regina Cleri (elderly priest's housing) to the east and a parking area serving the Blackstone (elderly housing) to the south. The facilities of Massachusetts General Hospital lie directly across Blossom Street including the Wellman Research Building, the Edwards Research Building, and Bartlett Hall. Charles River Park (high-rise residential) lies directly to the north.

A. Permitted Uses

A1. Hospital not providing custodial care for drug addicts or mentally ill or mentally deficient persons, and the following accessory uses: clinics, professional offices, scientific research and teaching laboratories, parking, loading, the keeping of laboratory animals, and incidental uses and services ordinarily found in connection with the above uses (such as cafeteria, pharmacy, ambulance unloading and the like) for the convenience of patients, visitors, and staff. Those uses are permitted in the H-3 zoning district upon granting of conditional use permits, variances, or exceptions within an Urban Renewal district. The accessory uses of scientific research and teaching laboratories and the keeping of laboratory animals are accessory to the main hospital.

B. Location and Appearance of Structures (Proposed)

The following structure may be constructed on the existing site of the Burns Institute:

B1. New Facilities at 51 Blossom Street, consisting of 199,718 square feet in a building with nine full levels above-grade plus two and one-half floors below-grade for parking, and typical elevator and stair penthouses, and one below-grade pedestrian connector to Massachusetts General Hospital below Blossom Street. The New Facilities are designed for inpatient services, including related surgical and medical uses, outpatient treatment facilities, and medical research space. As set forth above, the existing building will be demolished prior to initiating Phase II construction in order to accommodate the construction of the New Facilities.

- B2. The New Facilities will also include a 2½ levels of subsurface parking for 133 or fewer spaces to be housed in 69,412 square feet of gross floor area.

C. Open Spaces and Landscaping

- C1. Open spaces and landscaping are as shown in the Schematic Design Submission as contained in Appendix C with trees and other plantings to be maintained and replaced as necessary, except as modified to accommodate the New Facilities.
- C2. The landscaping for the New Facilities will include heavily planting the site area at the south side of the facility. Sidewalk areas on William Cardinal O'Connell Way and Blossom Street will have planting areas with trees and broad steps leading into the building. The current 8-foot sidewalk will be replaced by a broader sidewalk. A recessed pedestrian arcade will further increase the width of the pedestrian areas. Lighting and benches will be included at-grade and add to the character of the street. The proposed streetscape treatment will improve and enhance nearby areas of heavy pedestrian movement.
- C3. SHCC is committed to review pedestrian movement across William Cardinal O'Connell Way and Blossom Street and assist in the implementation of improved pedestrian crossing points, if warranted.

D. Density

- D1. The floor area ratios for and within the site shall not exceed an F.A.R. of 4.53 after construction of the New Facilities.

E. Traffic Circulation

- E1. Non-emergency traffic enters the New Facilities at the main entrance on Blossom Street. Emergency vehicles enter and exit from William Cardinal O'Connell Way to the rear access drive (a private way). SHCC's policy is to discourage the use of sirens by emergency vehicles on William Cardinal O'Connell Way.

F. Parking Facilities

- F1. The New Facilities will include the construction of 133 or fewer parking spaces to be located within an enclosed 2½ level, below-grade garage. The present lack of adequate parking spaces, particularly for outpatients and visitors, has created the immediate need for adequate and visible spaces within the area. Presently, outpatients and visitors search for metered spaces within the immediate area or park at commercial garages. Because of the nature of pediatric burn injuries, outpatients face physical as well as emotional difficulties in walking great distances or utilizing public transportation. Furthermore, parents visiting children who are inpatients are often at the Hospital for long periods of time. With parking limited to on-street meter or commercial groups, these parents face financial as well as safety hardships without the provision of parking.
- F2. Currently, 127 reserved parking spaces are available for employees, volunteers, and Board members of the New Facilities. Only three of these spaces are located on-site, at the rear of the Institute, leaving 124 off-site spaces in two private garages. There are 114 spaces located at the adjacent Hawthorne Place Condominium Garage, 104 of which SHCC owns, and 10 of which are under lease agreement. The remaining spaces are leased at the Charles River Garage on Lomasney Way. There is no parking available for outpatients or visitors.

G. Off-Street Loading

- G1. Currently, SHCC receives an average of sixteen (16) service deliveries daily. The majority of these deliveries (56%) are made by step-vans or smaller vehicles. These include food service, linen, courier services, medical supplies, and mail. Of the remaining deliveries, 31% are by small trucks (such as milk deliveries) and 13% by 45-foot trailers.

At the present time, these vehicles are required to use the one loading dock located off William Cardinal O'Connell Way. Because of the limited access area, the larger vehicles tend to disrupt vehicular and pedestrian traffic along both William Cardinal O'Connell Way and the pedestrian way behind St. Joseph's Church. If a truck is already at the dock, other trucks are required to wait along William Cardinal O'Connell Way.

The New Facilities will serve to mitigate these problems in a number of ways:

- 1) The new loading area will be enclosed within the building and set back to allow trucks to enter without blocking vehicular and pedestrian traffic.
- 2) The loading dock service doors will mitigate noise and fume impacts to Regina Cleri, St. Joseph's Rectory, and William Cardinal O'Connell Way.
- 3) Additional loading docks will minimize, if not eliminate, the need for trucks queueing along William Cardinal O'Connell Way. This is further reinforced by the elimination of the three parking spaces behind the existing building.
- 4) The increased storage space in the New Facilities will allow the Institute to store more supplies. This would mean that additional deliveries of supplies for increased outpatient services, medical research, and office space would not necessarily be required. In fact, the number of scheduled deliveries could, potentially, be reduced due to increased storage capacity.
- 5) Although additional waste will be generated by the New Facilities, the number of truck pick-ups is expected to be the same.

H. Access to Public Transportation

- H1. The New Facilities will be accessible by public transportation, including rapid transit, commuter rail, and bus service.

The nearest rapid transit station to the hospital is the MBTA's Charles/MGH Red Line station located at Charles Circle, approximately four blocks from the hospital. The Red Line provides direct access to the inner northwest as well as the southeast suburbs and connections to the Green Line at Park Street. In addition, the Red Line provides direct access to the Porter Square commuter rail station which serves the northwest suburbs. There is no local bus service provided by the MBTA along Cambridge Street.

Additional rapid transit and commuter rail service is provided to the study area at North Station, where both the Orange and Green Lines have stops. Commuter rail service to the north and northwest is also available at North Station. Commuter rail service to the southwest and western suburbs is available at South Station which is accessible via the Red Line.

I. Proposed Dimensions of Structures

- I1. The New Facilities shall be as shown on the plans described in Appendix B, as being reviewed by the Authority. Detailed dimensional information with respect to the New Facilities and the variances and conditional uses or exceptions from the Zoning Code which will be sought therefor are described in Appendix C hereto.

J. Design Review

- J1. In General: Any changes to the materials and treatment of the existing buildings and open space, plus the size, location, design, color, and materials of exterior signs, are subject to the Authority's design review process.

J2. With Respect to the New Facilities: Schematic drawings for the New Facilities (the plans referred to in the List of Plans above) are under review by the Authority. Further plans and specifications for the New Facilities will be submitted to the Authority for approval in accordance with the Authority's "Development Review Procedures", 1985, Revised 1986.

K. Boston Civic Design Commission

The New Facilities are subject to Article 28 of the Zoning Code, requiring review by the Boston Civic Design Commission ("BCDC"). Copies of the Schematic Design plans for the New Facilities were submitted to the BCDC on November 18, 1991 for review pursuant to said Article 28. The SHCC met with BCDC or its appointed committees on December 17, 1991 and January 7, 1992, and obtained a recommendation of approval for the New Facilities on April 7, 1992.

L. Environmental Review

On March 14, 1991, SHCC submitted a Project Notification Form (PNF) to the Boston Redevelopment Authority (BRA) presenting its plans to construct the New Facilities at the site of the existing Shriners Burns Institute at 51 Blossom Street in the West End Urban Renewal Area of the City of Boston. On May 23, 1991, a BRA public meeting was held at the Shriners Burns Institute. On June 23, 1991, the BRA, in response to the PNF, issued a Scoping Determination pursuant to Article 31, Development Review Procedures, requiring the submission of a satisfactory Project Impact Report.

The Development Review Requirements referenced in Section VI of the BRA Scoping Determination included the following major components: general information, transportation, environmental protection, urban design, historic resources, and infrastructure systems.

On May 1, 1991, SHCC submitted an Environmental Notification Form (ENF) to the Commonwealth of Massachusetts' Executive Office of Environmental Affairs (EOEA) pursuant to the Massachusetts Environmental Policy Act (MEPA). The ENF was publicly noticed in the Environmental Monitor on May 8, 1991. A MEPA

Scoping Session was held at the hospital on May 28, 1991. The Certificate of the Secretary on the ENF was issued on June 21, 1991 requiring the preparation of an Environmental Impact Report (EIR). MEPA stipulated that the format of the EIR was to be determined by the requirements of the City's Article 31 review and that the scope established by the BRA could serve as the scope for the EIR provided that substantive responses to the comments submitted on the ENF and those included in the June 21, 1991 Certificate be addressed in the EIR document. MEPA also stipulated that in addition to Article 31 distribution requirements, distribution should be in accordance with MEPA Regulations in 301 CMR 11.24 and copies should also be distributed to St. Joseph's Church, Massachusetts Historical Commission, Rappaport and Rakov, and Widett, Slater and Goldman as attorneys for the Hawthorne Place Condominium Trust. Ten additional copies were to be made available on a first come, first serve basis in accordance with MEPA requirements.

The Draft Environmental Impact Report/Draft Project Impact Report (DEIR/DPIR) was submitted to MEPA on October 31, 1991. After the appropriate public comment period, on December 12, 1991, the Secretary of Environmental Affairs issued a Certificate on the DEIR/DPIR finding that the DEIR/DPIR adequately and properly complied with MEPA and its implementing regulations (301 CMR 11.00). Subject areas identified in the Certificate requiring further discussion in the FEIR included: parking demand and supply assumptions, parking management plan, transit pass subsidy mitigation, traffic intersection mitigation, shadowing on surrounding vegetation, construction impacts, and the possibility of building height reduction. These issues were addressed in the FEIR, along with responses to all public comments received on the DEIR/DPIR. The FEIR provided a summary discussion of all issues evaluated in the DEIR/DPIR. Detailed discussions are also included for transportation, shadows, infrastructure and construction. These detailed sections included the analyses performed for the DEIR/DPIR, with additional information incorporated, as necessary, in response to comments on the DEIR/DPIR.

The BRA and Boston Transportation Department staffs provided a number of comments verbally to the project proponent on the DPIR/DEIR. These comments were addressed in the Summary and detailed FEIR sections as well as in the FEIR's Responses to Comments section.

The FEIR was approved by the Secretary on April 3, 1992 with the issuing of a Final Certificate on the FEIR.

M. Waste Disposal

The New Facilities will utilize existing waste management plans. At the present time, Browning Ferris Industries ("BFI") is SHCC's prime waste hauler.

Waste from the New Facilities falls into three categories: trash, medical waste, and radioactive waste.

Trash from the New Facilities will continue to be picked up every other week by BFI.

Medical waste will be produced by the services to be housed in the New Facilities. This waste is already being produced in the existing facilities. This waste is picked up every morning by BFI in Lawrence, Massachusetts and will continue to be picked up daily.

Radioactive waste that is produced by the research laboratories will be separated and packaged and taken to the Massachusetts General Hospital dumpster dock where a technician from Harvard University Environmental Health & Safety Department accepts it for disposal. This waste is picked up twice a week. These materials are then disposed of in an approved off-site landfill. This waste is already being procured in those sections of the Hospital that currently house these services.

N. Zoning

The New Facilities' site at 51 Blossom Street is located in an H-3 Zoning District, a Restricted Parking District, and Subdistrict M of the Downtown Interim Planning Overlay District ("IPOD"). Within the H-3 District, there is no limit on height, but the IPOD has an as-of-right height limit of 125 feet and an enhanced height limit of 155 feet. (The West End Urban Renewal Plan also specified a height limit of 155 feet for this site.) SHCC has petitioned the BRA to seek a zoning amendment to designate the site as a special purpose overlay district ("U" District) within the

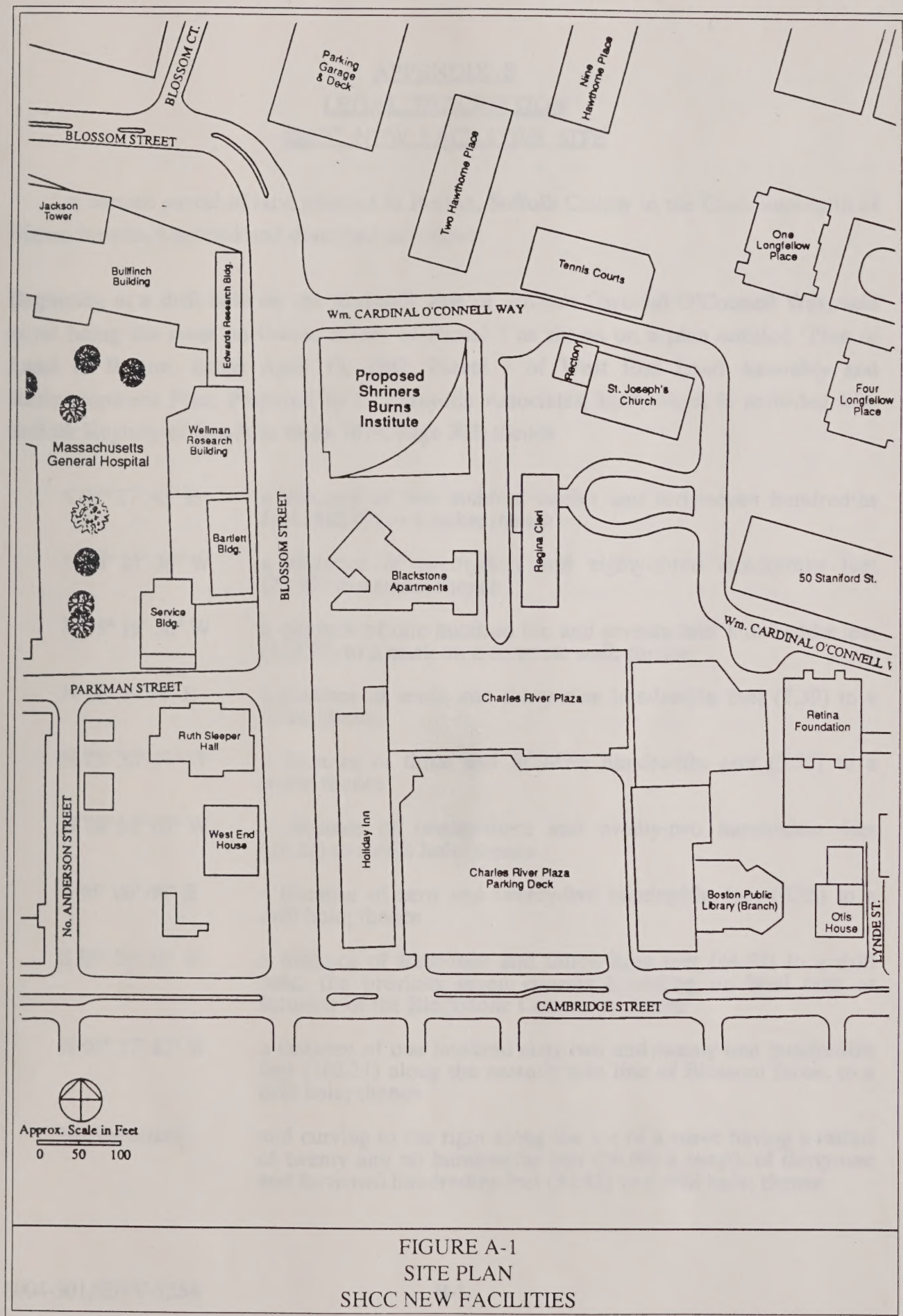
West End Urban Renewal Area. Zoning relief by way of variances and conditional uses will be sought for a variety of dimensional features and hospital related uses (see Appendix D). In the event the "U" District is adopted for Shriners site, the zoning relief will take the form of exceptions.

N. Legal Information

The New Facilities' site is owned by SHCC. There are no legal judgments or actions pending which involve the New Facilities.

APPENDIX A
SITE PLAN FOR
SHCC NEW FACILITIES

(See Figure A-1)



APPENDIX B
LEGAL DESCRIPTION
SHCC NEW FACILITIES SITE

A certain parcel of land situated in Boston, Suffolk County in the Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a drill hole on the southerly side of William Cardinal O'Connell Way, said point being the most northwest corner of Parcel 7 as shown on a plan entitled "Plan of Land in Boston, dated April 13, 1962, Parcel 7 of West End Land Assembly and Redevelopment Plan, Prepared by J.L. Hayden Associates, Inc.", which is recorded with Suffolk Registry of Deeds in Book 7679, Page 307; thence

S 01° 27' 43" E	a distance of two hundred twelve and forty-seven hundredths feet (212.47) to a stake; thence
N 75° 21' 38" W	a distance of twenty-two and eighty-three hundredths feet (22.83) to a stake; thence
N 75° 19' 30" W	a distance of one hundred ten and seventy-four hundredths feet (110.74) to a mark on a concrete wall; thence
N 14° 19' 34" E	a distance of seven and thirty-nine hundredths feet (7.39) to a stake; thence
N 75° 35' 17" W	a distance of three and fifty-five hundredths feet (3.55) to a stake; thence
N 76° 52' 03" W	a distance of twenty-three and twenty-two hundredths feet (23.22) to a drill hole; thence
S 35° 06' 09" E	a distance of zero and twenty-five hundredths feet (0.25) to a drill hole; thence
S 88° 56' 32" W	a distance of forty-four and thirty-three feet (44.33) to a drill hole, the previous seven courses bounding on land now or formerly of the Blackstone Company; thence
N 01° 27' 43" W	a distance of one hundred sixty-two and twenty-one hundredths feet (162.21) along the easterly side line of Blossom Street to a drill hole; thence
Northeasterly	and curving to the right along the arc of a curve having a radius of twenty and no hundredths feet (20.00) a length of thirty-one and forty-two hundredths feet (31.42) to a drill hole; thence

N 88° 32' 17" E	a distance of one hundred fifty-three and ninety-two hundredths feet (153.92) along the southerly sideline of William Cardinal O'Connell Way to a drill hole; thence
Southeasterly	and curving to the right along the arc of a curve having a radius of twenty and no hundredths feet (20.00) a length of twenty-four and sixty-two feet (24.62) to a re-bar; thence
Southeasterly	and curving to the left along the arc of a curve having a radius of forty and no hundredths feet (40.00) a length of eight and thirty-nine hundredths feet (8.39) to a drill hole and the point of beginning.

The above described parcel of land contains thirty-nine thousand and eight hundred and twenty-five square feet (39,825) more or less, and is more particularly shown on plan prepared by Cullinan Engineering Co., Inc. entitled, "Topographic Plan of Land, Shriners Burns Institute, 51 Blossom Street, Boston, Massachusetts" dated June 28, 1991.

This same parcel is shown on a plan entitled "Plan of Land in Boston, dated September 10, 1963, Parcel 8 of West End Land Assembly and Redevelopment Plan, prepared by J.L. Hayden Associates, Inc." which plan is recorded with the Suffolk Registry of Deeds in Book 7916, Page 518 (Figure B-1).

A portion of this property is registered land described in Cert. No. 73490, Parcels 2 and 3 on LC Decree Plan 892B.

The described parcel is subject to conditions duly recorded in the following Suffolk Registry of Deeds Volumes:

- 1) Book 7916, Page 518, Document No. 270117;
- 2) Book 7916, Page 524, Document No. 270116;
- 3) Book 7464, Page 321;
- 4) An easement of the City of Boston, Book 7951, Page 302.

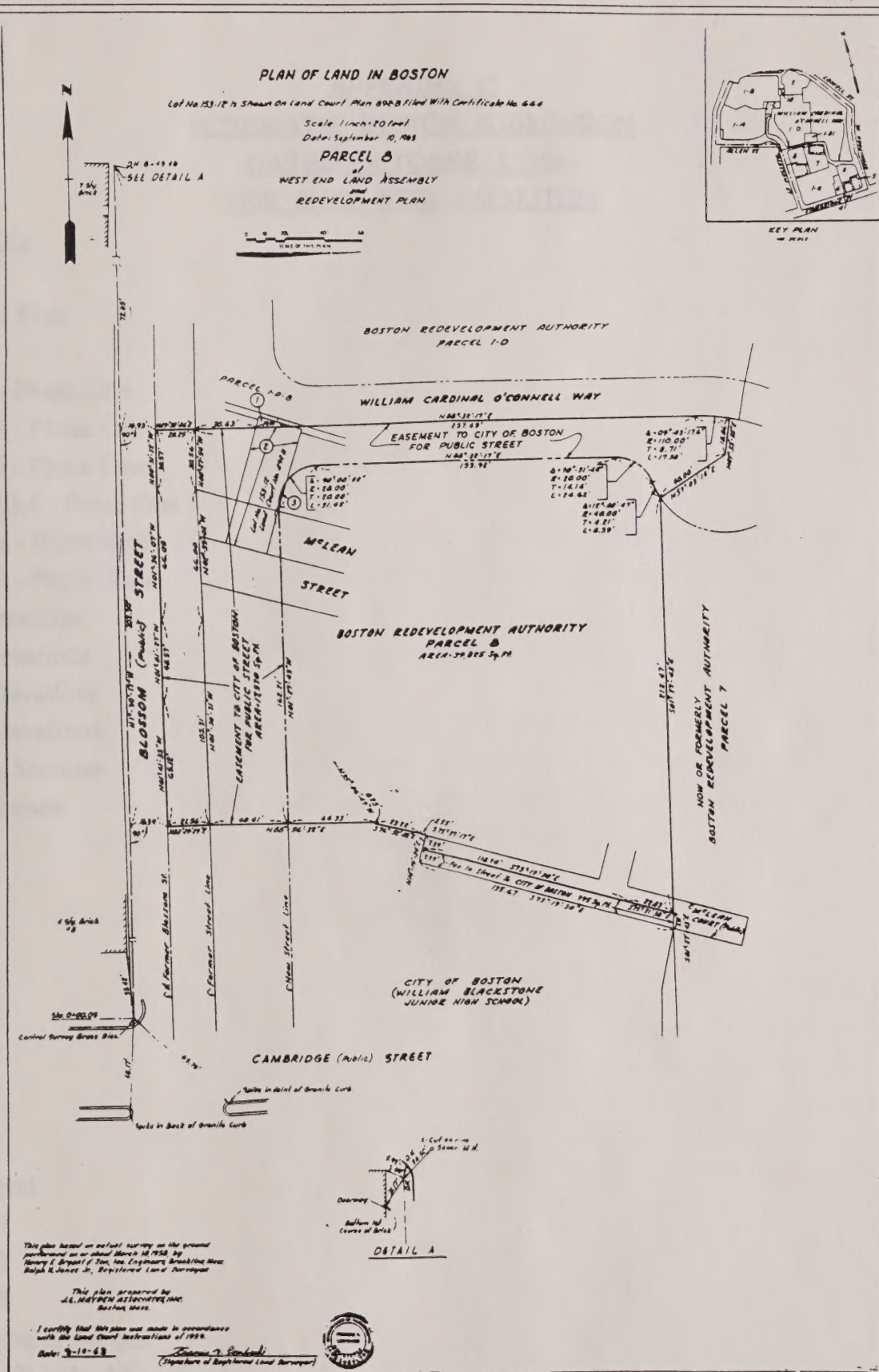


FIGURE B-1
PLAN OF LAND

APPENDIX C
SCHEMATIC DESIGN SUBMISSION
DATED OCTOBER 1, 1991
FOR SHCC NEW FACILITIES

Sheet Title

Location Plan

Survey

Level 1 - Phase One

Level P1 - Phase One

Level P2 - Phase One

Levels 2,3,4 - Phase One

Site Plan - Phase One

Site Plan - Phase Two

East Elevations

West Elevations

South Elevations

North Elevations

Building Sections

Wall Sections

Level 1

Level 2

Level 3

Level 4

Level 5

Level 6

Level 7

Level 8

Level 9

Roof Level

Level P1

Level P2

Level P3

Illustration of Atrium

Exterior Sketch - View South

APPENDIX D
ZONING CALCULATIONS AND CONDITIONAL USE PERMITS,
VARIANCES, INTERPRETATIONS OR EXCEPTIONS
FOR SHCC NEW FACILITIES

The New Facilities are located in an H-3 Zoning District, Restricted Parking District, and Subdistrict M of the Downtown Interim Planning Overlay District ("IPOD"). The following Conditional Use Permits, Variances, or Exceptions under the City of Boston Zoning Code are required for construction of the project.

1) Section 8-7(22) - Hospital (Conditional)

A conditional use permit pursuant to Section 8-7(22) of the Zoning Code, which provides that a hospital is a conditional use in an H District.

2) Section 8-8(24) - Scientific Research and Teaching Laboratories (Conditional)

A conditional use permit pursuant to Section 8-7(24) of the Zoning Code, which provides that scientific research and teaching laboratories accessory to hospital uses are conditional uses in an H District. Portions of the hospital will be devoted to research and laboratory functions.

3) Section 8-7(48) - Research Laboratory (Forbidden)

An interpretation of Section 8-7(48) of the Zoning Code, which provides that a research laboratory is a forbidden use in an H District. It is requested that the Board of Appeal finds that the research and laboratory activities at Shriners are accessory to the main hospital use, and thereby covered by Section 8-7(24) of the Zoning Code rather than Section 8-7(48).

4) Section 8-7(72) - Accessory Uses - Garage (Conditional)

A conditional use permit pursuant to Section 8-7(72) of the Zoning Code, which provides that an accessory garage or parking space for occupants, employees, customers, students, and visitors is a conditional use in a Restricted Parking District if accessory to any use other than Use Items 1 through 15. The below-grade parking spaces will be for staff, patients' families, and patients utilizing outpatient services at the hospital, and thus, will be accessory to Use Item 22.

5) Section 8-7(77) - Accessory Use - Keeping of Laboratory Animals (Conditional)

A conditional use permit pursuant to Section 8-7(77) of the Zoning Code, which provides that the keeping of laboratory animals as an accessory use incidental to an institutional use is a conditional use in an H District. Shriners utilizes typical laboratory animals (rats, mice, and rabbits) in connection with its research activities.

6) Section 6-3A - Additional Relief Required in Restricted Parking District (Conditional)

A conditional use permit pursuant to Section 6-3A of the Zoning Code, which specifies additional conditions for granting conditional use permits for off-street parking facilities in Restricted Parking Districts.

7) Section 9-1 - Extension of or Structural Change to a Non-Conforming Use

An interpretation of Section 9-1 of the Zoning Code, which provides that buildings or structures being used for non-conforming uses may be reconstructed, structurally changed or extended. Section 9-1 of the Zoning Code does not apply because the existing hospital will be completely demolished and a new building, with a different footprint, will be constructed in its place.

8) Section 10-1 - Accessory Uses - Limitation of the Area

An interpretation of Section 10-1 of the Zoning Code, which provides that accessory uses (exclusive of off-street parking) cannot occupy, in the aggregate, more than 25% of the floor area. The hospital will be used for a variety of functions which typically take place at a hospital, such as research, laboratory, and teaching functions. These functions are all part of the main hospital use and are not accessory uses for purposes of Section 10-1 of the Zoning Code.

9) Section 15-1 - Floor Area Ratio Excessive (Variance)

A variance from Section 15-1 of the Zoning Code, which requires a maximum floor area ratio of 3.0 in an H-3 District, to allow the new hospital to have a maximum floor area ratio of 4.53.

10) Section 18-1 - Front Yard Insufficient

A variance from the requirement in Section 18-1 preventing steps that extend more than 3 feet above the floor of the first story from projecting into the front yard setback area. Steps leading from the building to William Cardinal O'Connell Way in the area where a front yard setback is required will extend to approximately 5 feet above the floor of the first story.

Also, an interpretation that the front yard setback requirements do not apply to a cornice at the third floor level designed to reduce the visual impact of the building's height and massing from the pedestrian level.

11) Section 19-6 - Special Provisions for Corner Lots

An interpretation that the project complies with Section 19-6.

12) Section 20-1 - Rear Yard Insufficient

An interpretation of the rear yard setback requirement specified by Section 20-1 of the Zoning Code that in calculating the required rear yard, the length of the rear wall does not include a portion of the wall that is primarily below-grade and that does not extend more than 6 feet in height above the average natural grade.

13) Section 21-2 - Setback of Parapet Insufficient

A variance to allow the third floor cornice to be set back a minimum of 10 feet from the Blossom Street lot line.

Variances to allow the parapet at the top of the building wall to be set back from the lot line abutting William Cardinal O'Connell Way a minimum of 18 feet, and to allow the cornice at the third floor level to be set back a minimum of 12 feet from the William Cardinal O'Connell Way lot line.

An interpretation of Section 21-3(c) concerning the appropriate manner of calculating the average setback along the rear (easterly) lot line; a variance to allow the average parapet setback along the rear lot line to be a minimum of 42 feet, and to allow the closest point of the parapet to the rear lot line to be a minimum of 18 feet.

An interpretation of Section 21-3(b) concerning the appropriate manner of calculating the average setback along the southerly side lot line; a variance to allow the average parapet setback along the southerly side lot line, and to allow the average parapet setback along the southerly side lot line to be a minimum of 31 feet, and to allow the closest point of the parapet to this side lot line to be a minimum of 2 feet.

14) Downtown IPOD - Interim Planning Overlay District Permit Space 27-D-5, D-7

An interim planning permit pursuant to Section 27D-14 of the Zoning Code. The property is located in the Downtown Interim Planning Overlay District (the "Downtown IPOD"), and the project consists of the erection of a building with not less than 50,000 square feet of floor area.

Permission by the Board of Appeal pursuant to Section 27D-7 of the Zoning Code for the building to exceed the as-of-right height limit of 125 feet established for Subdistrict M of the Downtown IPOD. The building will have a height of 137.73 feet. Section 27D-7 allows the Board of Appeal to grant permission for enhanced building height up to a limit of 155 feet in Subdistrict M.

15) Exceptions

SHCC has requested the Boston Redevelopment Authority to petition the Zoning Commission to designate the site as a special purpose overlay district ("U" District) within the West End Urban Renewal Area. If the site is so designated, the foregoing variances and conditional use permits will not be necessary. Rather, if the site is designated a "U" District, exceptions will be requested from the requirements of Sections 8-7(22), 8-7(24), 8-7(72), 8-7(77), 6-3A, 15-1, 27D-7, and 27D-14. Article 6A of the Zoning Code provides that the Board of Appeal may allow exceptions from the provisions of the Code in Urban Renewal areas.